

United States Courts
Southern District of Texas
FILED

MAY 24 2016

David J. Bradley, Clerk of Court

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES OF AMERICA

v.

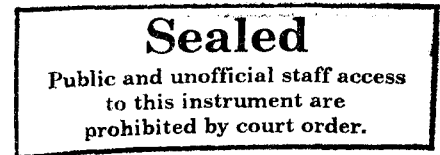
SCOTT JACKSON DAVIS

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CR. NO. H-16-

16 CR 0214

INDICTMENT



THE GRAND JURY CHARGES:

COUNTS 1 and 2
(WIRE FRAUD – 18 U.S.C. §§1343 and 2)

A. INTRODUCTION

At all times relevant to this indictment:

1. Scott Jackson Davis was a resident of the state of Texas. He owned a Nevada corporation called Oceanwater Consultants (Oceanwater).
2. Alan Tiras was an attorney practicing law in Incline Village, Nevada.
3. Canadian Mining Resources (CMR) was a Canadian corporation headquartered in Kingston, Ontario.

B. THE SCHEME AND ARTIFICE

4. From on or about July of 2011 until at least on or about August 17, 2011, in the Houston Division of Southern District of Texas and elsewhere,

SCOTT JACKSON DAVIS,

The Defendant herein, did knowingly devise and intend to devise a scheme and artifice to defraud, and for obtaining money by means of false and fraudulent pretenses, and in the execution of said scheme and artifice, did knowingly transmit and cause to be transmitted

by means of wire communications in interstate or foreign commerce, writings, signs, signals, pictures, or sounds, as more fully set forth in the counts below.

C. MANNER AND MEANS OF THE SCHEME AND ARTIFICE

It was part of the scheme to defraud that:

5. The Defendant, through Oceanwater, fraudulently negotiated an agreement to sell oil and gas leases for lands in Colorado County, Texas to CMR. The defendant did not own this property or have any authority to lease it.

6. On or about Jul 13, 2011 CMR sent the defendant a check in the amount of \$200,000 Canadian to hold the leases until a final agreement could be reached, payable to Alan Tiras as escrow agent.

7. On July 20, 2011, CMR notified the defendant that it was suspending the agreement because it suspected that the defendant did not have authority to lease the property. CMR asked the Defendant to return the check at this time.

8. On July 21, 2011 the defendant faxed from Houston, Texas to Canada a copy a purported lease agreement for the property in Colorado County, Texas. The Defendant sent this fax to CMR to prove he had legal authority to sell the leases. The defendant knew, however, that he did not in fact have authority to lease the property.

9. On July 21, 2011, the defendant notified Tiras that he was sending him the \$200,000 check which the Defendant had received from CMR for deposit. It was sent via United States mail from Houston, Texas to Incline Village, Nevada. Acting on the Defendant's instructions, Tiras deposited the check into his trust fund account on July 25, 2011.

10. On July 29, 2011, Tiras wire transferred \$202,660 from his trust account to the

defendant's Wells Fargo Bank account in Houston, Texas as instructed by the defendant. The defendant quickly withdrew and spent the funds.

11. The defendant never transferred any leases to CMR and never repaid the initial payment to any party.

D. EXECUTION OF THE SCHEME AND ARTIFICE

12. As a result of false representations and promises, defendant caused interstate wire communications facilities to be utilized in the scheme as described in the counts below:

COUNT	DATE	TRANSACTION
ONE	July 21, 2011	Defendant faxed a copy of his purported authority to lease from Houston, Texas to Canada
TWO	July 29, 2011	Tiras wired \$202,660 from Nevada to the defendant in Houston, Texas

In violation of Title 18, United States Code, Sections 1343 and 2.

COUNT 3
(MAIL FRAUD – 18 U.S.C. 1341)

1. The allegations in paragraphs 1-3 of the Introduction of this Indictment are hereby adopted, re-alleged and incorporated as if fully set forth herein.

2. The defendant accomplished this scheme to defraud in the manner and means described in paragraphs 5-11 of Count One of this Indictment, hereby adopted, re-alleged and incorporated as if fully set forth herein.

3. Beginning in July of 2011 and continuing at least until on or about August 17, 2011 in the Houston Division of the Southern District of Texas and elsewhere,

SCOTT JACKSON DAVIS,

Defendant herein, having devised and intending to devise a scheme and artifice to defraud, as set forth above, to obtain money and property by means of false, misleading and

fraudulent pretenses, representations and promises, and omissions of material facts, knowingly deposited and caused to be deposited the matters and things listed below, and caused the matters and things to be sent and delivered by private interstate commercial carrier or by the United States Postal Service, for the purpose of executing the scheme and artifice, a check for \$200,000 Canadian sent by the Defendant from Houston, Texas to Incline Village, Nevada, on or about July 22, 2011.

In violation of Title 18, United States Code, Section 1341.


TRUE BILL:

Original Signature On File

~~FOREPERSON OF THE GRAND JURY~~

KENNETH MAGIDSON
United States Attorney

By:


JAY HILEMAN
Assistant United States Attorney